

## REQUEST FOR PROPOSALS

For

#### STATE HOUSING STUDY

# INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY 30 South Meridian Street, Suite 900 Indianapolis, IN 46204 http://www.in.gov/ihcda/

317-232-7777

ISSUE DATE: January 2, 2020 RESPONSE DEADLINE: February 17, 2020, 5:00 PM EST

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# PART 1 SCOPE OF THIS REQUEST

## 1. BACKGROUND/PURPOSE OF THIS REQUEST FOR PROPOSALS ("RFP")

The Indiana Housing and Community Development Authority ("IHCDA") is collaborating with a Housing Working Group consisting of multiple stakeholders across the State. The purpose of the Housing Working Group is to gather consistent housing data so it can gain a better understanding of the current state of Indiana's housing stock and its needs going forward. To further this goal, the Housing Working Group has asked IHCDA to issue an RFP to select a firm to perform an evaluation of the housing needs in every county and for the State as a whole. Accordingly, the purpose of this RFP is to procure a contractor to provide a statewide housing study as detailed in the Scope of Services section of this RFP.

#### 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

#### MISSION STATEMENT

The Indiana Housing and Community Development Authority ("IHCDA") creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

#### VISION

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

#### **OVERVIEW** (for more information visit http://www.in.gov/ihcda/)

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

#### 3. SCOPE OF SERVICES

The respondent that is selected pursuant to this RFP will perform the following functions:

- **A.** Assemble a report that shows the inventory of existing housing in Indiana for each county and statewide, the report must include affordable housing, housing that has been funded with government subsidies, and market rate housing, housing that was funded through the private sector, with private financing;
- **B.** The report must show a detailed picture of the current housing market in Indiana at both the statewide and county level, with specific attention to the existing demand and supply at various for sale and rental price points;
- **C.** Provide housing market trend information including, but not limited to, the age of housing units, median rent, median home purchase price, number of building permits issued, and total number of housing units that are constructed for each county and statewide; and
- **D.** Create and maintain a web-based platform to present this data in a user-friendly format that will allow for additions and modifications to the data.

#### 4. **RFP TIMELINE**

January 2, 2020	RFP released to the general public.
February 17, 2020	Respondent must submit proposal by 5:00 p.m. in PDF format.
February 18, 2020	Respondent will be notified of its assigned time slot to present its proposal (the presentation is mandatory and will occur on February 28, 2020).
February 28, 2020	Respondent must present to selection committee
March 13, 2020	Tentative selection will be made for Board Approval.
March 26, 2020	Tentative selection will be taken to the IHCDA Board of Directors for approval.
March 26, 2020	Respondent will be notified, if it has been selected.

# PART 2

#### **RFP PROCESS**

#### 1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCDA with recommendations from a panel of housing stakeholders. Respondent must be responsive and responsible as described in Sections 2 and 4 of Part 2 of this RFP. Selection of a Respondent is at the sole discretion of IHCDA.

#### 2. MINIMUM REQUIREMENTS/RESPONSIVE RESPONDENT

Respondents must meet the following minimum requirements to be deemed responsive to this RFP.

#### **Experience**

Experience pertaining to the following will be weighed heavily in the selection process:

- Experience performing housing market analyses.
- Knowledge of research methodologies.
- Knowledge of housing markets in the State of Indiana.

#### 3. QUALIFICATIONS EVALUATION CRITERIA

The following will be IHCDA's primary consideration in the selection process:

- 1. <u>Complete and Compliant Proposal.</u> Respondent's compliance with submission requirements of this RFP.
- 2. <u>Respondent's Experience and Capacity.</u> An assessment of the Respondent's experience and capacity to deliver the indicated services in accordance with the specifications described in the RFP. Please provide each of the following:
  - a. A narrative describing previous experience with the housing market in the State of Indiana, housing market analyses, research methodologies and similar research and projects. (Maximum 2 pages)
  - b. A list of key staff and resumes.
  - c. Three to five references.
- 3. <u>Proposed Strategy.</u> An assessment of the Respondent's proposed methodology. Please provide the following (Maximum 3 pages each):
  - a. A description of proposed methodology.
  - b. A proposed timeline for start and completion.
  - c. A sample of the proposed deliverable, including potential content and formatting.
- 4. <u>Existing Outside Resources.</u> A maximum 2-page narrative assessment of existing resources that the Respondent would leverage in this project, including but not limited to:
  - a. Existing data sets.
  - b. Funding streams that align with this project.
- 5. <u>Competitive Fee/Cost Containment.</u> All costs (including but not limited to travel, time, and supplies must be rolled into the fee) the fee should be per deliverable not by the hour. Please provide the following:
  - a. A narrative of costs, using the following format.

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<b>Description of Costs (including</b>	Total Amount
frequency, if applicable)	

b. A proposed budget, utilizing the following format. (preliminary report, final report, portal, etc.)

Deliverable	Amount

c. A narrative detailing proposed cost containment strategies. (Maximum 2 pages)

#### 4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not award any contract until the selected Respondent, has been determined to be responsible. A responsible Respondent must:

- 1. Have adequate financial resources to perform the project, or the ability to obtain them;
- 2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent's existing commercial and governmental business commitments;
- **3.** Have a satisfactory performance record with IHCDA;
- **4.** Have a satisfactory record of integrity and business ethics;
- **5.** Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- **6.** Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
- **7.** Have supplied all requested information;
- **8.** Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
- **9.** Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the Respondent shall be advised of the reasons for the determination.

#### 5. RFP SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. All of these requirements are described more fully in <u>Section 3 of Part 2</u> of this RFP, entitled "<u>Qualifications Evaluation Criteria</u>". Therefore, Respondent must review <u>Section 3 of Part 2</u> of this RFP very carefully before submitting its responses. <u>The Respondent must also submit the Qualifications Coversheet and the Certification of Company located at the end of this RFP.</u>

- 1. Respondent's Experience and Capacity (narrative of relevant experience, list of key staff and resumes of key staff) 2 pages maximum.
- 2. Proposed Strategy (description of methodology, timeline for project completion, sample of proposed deliverable) 3 pages maximum.
- 3. Existing Outside Resources (existing data sets and funding streams that align with this project) 2 pages maximum.
- 4. Competitive Fee/Cost Containment (narrative of costs and proposed budget, using templates and cost containment strategies).

#### 6. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only.

Joseph Dant
Director of Industry and Governmental Affairs
Indiana Housing and Community Development Authority
30 South Meridian, Suite 900
Indianapolis, IN 46204
jodant@ihcda.in.gov

The deadline for submission is February 17, 2020 at 5:00 PM EST.

Applications that miss the submission deadline and/or do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

#### PART 3 TERMS AND CONDITIONS

#### 1. STATE POLICIES

- 1. **ETHICAL COMPLIANCE:** By submitting a proposal, the Respondent certifies that it shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., Ind. Code § 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Respondent will be required to attend online ethics training conducted by the State of Indiana.
- 2. PAYMENTS: Any payments for services under any contract awarded pursuant to this RFP shall be paid by IHCDA in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the successful Respondent in writing unless a specific waiver has been obtained from the IHCDA Controller. No payments will be made in advance of receipt of the goods or services that are the subject of any contract except as permitted by IC §4-13-2-20.

- 3. <u>EMPLOYMENT ELIGIBILITY VERIFICATION</u>. The Respondent cannot knowingly employ an unauthorized alien. The Respondent shall require its contractors who perform work for the Respondent pursuant to the project must certify to the Respondent that the contractor does not knowingly employ or contract with an unauthorized alien.
- 4. <u>CONFIDENTIALITY OF STATE INFORMATION</u>. The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCDA. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCDA agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- 5. ACCESS TO PUBLIC RECORDS: Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act ("APRA"), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked "Confidential". Respondents should be aware that if a public records request is made under APRA, IHCDA will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
  - **A.** The RFP.
  - **B.** A list of all vendors who received the RFP.
  - **C.** The name and address of each Respondent.
  - **D.** The amount of each offer.
  - **E.** A record showing the following:
    - a. The name of the successful Respondent.
    - b. The dollar amount of the offer.
    - c. The basis on which the award was made.
  - **F.** The entire contents of the contract file except for proprietary information that may have been included with an offer, such as:
    - a. trade secrets;
    - b. manufacturing processes;
    - c. financial information not otherwise publicly available; or
    - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFP itself to be made available for public inspection.
- 6. Taxes, Fees and Penalties: By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCDA of any such actions.

- 7. Conflict of Interest: Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFP, including any relationship that might be perceived or represented as a conflict. By submitting a proposal in response to this RFP, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal or immediate termination of an awardee's contract. An award will not be made where an actual conflict of interest exists. IHCDA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDA, should IHCDA select Respondent. Further, IHCDA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.
- 8. <u>APPEALS/PROTEST</u>: Respondent may appeal/protest the award of this contract based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
  - a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
  - b. Unfair competition or conflict of interest in the decision-making process;
  - c. An illegal, unethical or improper act; or
  - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of the contract award, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the funding decision made by IHCDA will be examined and acted upon by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

#### 2. FEDERAL REQUIREMENTS

N/A

#### 3. RFP TERMS AND CONDITIONS

This request is issued subject to the following terms and conditions:

- A. This RFP is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDA reserves the right to reject any or all companies, to waive any informality in the RFP

- process, or to terminate the RFP process at any time, if deemed to be in its best interest.
- E. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, IHCDA may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- F. In no event shall any obligations of any kind be enforceable against IHCDA unless and until a written agreement is entered into.
- G. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- H. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- I. IHCDA reserves the right not to award a contract pursuant to the RFP.
- J. All items become the property of IHCDA upon submission and will not be returned to the Respondent.
- K. IHCDA reserves the right to split the award between multiple applicants and make the award on a category by category basis and/or remove categories from the award.
- L. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- M. The Respondent understands that IHCDA will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to IHCDA. If at any time the contract preparation activities are judged to be ineffective, the state may do the following:
  - i. Cease all activities with that Respondent.
  - ii. Begin contract preparation activities with the next highest ranked Respondent.
- N. A copy of IHCDA's most recent Contract Boilerplate is attached as an Exhibit to this RFP. By submitting a response to this RFP, Respondent acknowledges the acceptance of IHCDA's Contract Boilerplate and the understanding that such Boilerplate is non-negotiable.
- O. Additionally, IHCDA will not agree to any of the following terms or conditions:
  - a. Any provision requiring IHCDA to provide insurance
  - b. Any provision requiring IHCDA to provide indemnity
  - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
  - d. Any provision providing that suit be brought in any state other than Indiana
  - e. Any provision providing for resolution of contract disputes
  - f. Any provision requiring IHCDA to pay any taxes
  - g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
  - h. Any provision modifying the applicable Indiana statute of limitations
  - i. Any provision relating to the time within which a claim must be made
  - j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
  - k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
  - 1. Any provision providing for automatic renewal
  - m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

# <<TYPE SERVICE>>

# 4. QUALIFICATIONS COVER SHEET

Address:
Phone Number: Fax Number: Web Site Address:
QUALIFICATIONS Contact Person:
Title: Email Address: Phone:
Contract Signatory Authority:
Title:

Name of Individual, Firm or Business:

# INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

# 5. CERTIFICATION OF RESPONDENT

and may be viewed as an accurate	representation of proposed s and understood the requireme	ations and any attachments is true and correct services to be provided by this organization. ents and provisions of the RFP and agree to
I	am the	of
	ein, and I am legally authori	ship, association, or other entity named as ized to sign this and submit it to the Indiana f said organization.
jurisdiction of the executive, legisly who knowingly and willfully: (1) fact; (2) makes any materially falsuses any false writing or document	lative, or judicial branch of the falsifies, conceals, or covers se, fictitious, or fraudulent se knowing the same to contain	mong other things, in any matter within the the Government of the United States, anyone sup by any trick, scheme, or device a material statement or representation; or (3) makes or n any materially false, fictitious, or fraudulent soned for not longer than five (5) years.
Respondent:		
Signed:		
Name:		
Title:		
Date:		
Firm name:		